



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda June 14, 2011 – 6:00 p.m. Wylie Municipal Complex – Council Chambers 300 Country Club Road, Building #100

Eric Hogue..... Mayor
M. G. “Red” Byboth..... Mayor Pro Tem
David Goss..... Place 1
Kathy Spillyards..... Place 3
Bennie Jones..... Place 4
Rick White..... Place 5
Diane Culver..... Place 6

Mindy Manson..... City Manager
Richard Abernathy..... City Attorney
Carole Ehrlich..... City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972-516-6020.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

- **Presentation of 6th 6 Weeks Star Students - Citizenship**
- **Lightning Awareness Week June 19-25**

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the May 24, 2011 Regular Meeting of the Wylie City Council and the Minutes of the May 31st Special Joint Work Session. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, approval of a Preliminary Plat creating 63 single family residential lots on 45.192 acres for the Estates of Creekside Addition. Subject property generally located south of Parker Road and approximately ½ mile west of Country Club Road. (R. Ollie, Planning Director)**
- C. Consider, and act upon, authorizing the City Manager to execute the engagement letter with Weaver, L.L.P for Fiscal Year 2010-2011 audit services for a fee not to exceed \$55,000. (L. Bantz, Finance Director)**
- D. Consider, and act upon, authorizing the extension of our current bank depository contract from an ending date of September 30, 2011 to March 31, 2012 with JP Morgan/Chase Bank and American National Bank. (L. Bantz, Finance Director)**

REGULAR AGENDA

General Business

- 1. Consider, and act upon, appointment of the Mayor Pro Tem for a one year term beginning May 2011 and ending May 2012.
(C. Ehrlich, City Secretary)**
- 2. Consider, and act upon, the recommendations of the 2011 Boards and Commission Council Interview Panel for appointments to the Animal Shelter Advisory Board, Construction Code Board, Library Board, Parks and Recreation Board, Parks and Recreation Facilities Development Corporation Board, Planning and Zoning Commission, Public Arts Advisory Board, Wylie Economic Development Corporation and Zoning Board of Adjustments for terms expiring June 30, 2011.
(C. Ehrlich, City Secretary)**

Executive Summary

Article 8, Section 1A of the City Charter authorizes the City Council to appoint members to serve on boards, commissions and committees to help carry out the functions and obligations of the City and to make recommendations to the City Council. The City Council has prescribed the purpose, composition, function, duties, accountability and the tenure of each board, commission and committee.

- 3. Consider, and act upon, Resolution No. 2011- 19(R) authorizing the City Manager to execute a construction contract in the amount of \$1,995,277 to JC Commercial, Inc. for the construction of the 2011 Community Park Improvements Project contingent upon City Attorney approval of the contract, insurance, and bond documents. (M. Sferra, Public Services Director)**

Executive Summary

On May 23, 2011 the Park and Recreation Board reviewed the bid tabulation and discussed various options and add alternate items that may be awarded as part of the construction contract. The Board made a recommendation to City Council, and that recommendation was discussed at a joint Park and Recreation Board/City Council Work Session on May 31, 2011.

WORK SESSION

- **Preliminary Budget Discussion.** (*L. Bantz, Finance Director*)
- **Council iPad Training and Review.** (*C. Ehrlich, City Secretary*)

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 10th day of June 2011 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

Wylie City Council Meeting

Tuesday, May 24, 2011 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Pro Tem M. G. “Red” Byboth called the meeting to order at 6:00 p.m. with the following Wylie City Council members present: Councilman Carter Porter, Councilman Rick White, Councilman David Goss, and Councilman Bennie Jones. Mayor Eric Hogue and Councilwoman Kathy Spillyards were absent. Also present was Councilwoman elect Diane Culver.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Police Chief, John Duscio; Fire Chief, Randy Corbin; Planning Director, Renae’ Ollie; City Engineer, Chris Holsted; Library Director, Rachel Orozco; Human Resource Manager, Lynn Fagerstrom; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Fire Chief Corbin gave the invocation and Police Chief Duscio led the Pledge of Allegiance.

Mayor Pro Tem Byboth read a letter from Mayor Hogue who was out of town on City business. Mayor Hogue thanked Councilman Carter Porter for his long tenure of service both on the Planning and Zoning Board and as Councilman for Place 6 of the Wylie City Council. Mayor Hogue congratulated the newly elected council members Rick White, Place 5, and Diane Culver, Place 6.

Mayor Pro Tem Byboth voiced his concern in the lack of voters casting votes during the May 14, 2011 General Election. Mayor Pro Tem Byboth asked the residents of Wylie to be “responsible” and go to the polls and vote.

CANVASS OF ELECTION

- **Consider, and act upon, Resolution No. 2011-12(R) declaring the results of the Official Canvass of the General Election of May 14, 2011.**

Council Action

A motion was made by Councilman Jones, seconded by Councilman White to adopt Resolution No. 2011-12(R) declaring the results of the Official Canvass of the May 14, 2011 General Election. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

PRESENTATION

- **Presentation of Appreciation Plaque to Councilman Carter Porter**

Mayor Pro Tem Byboth presented a plaque of appreciation to outgoing Councilman Carter Porter stating Councilman Porter had served the city as a council member for six years and prior to his service on the council as a Planning & Zoning Board member for several years. On behalf of the Wylie City Council, staff and the citizens of Wylie, he thanked Councilman Porter for his years of dedication and contributions to the City of Wylie.

ISSUANCE OF CERTIFICATES TO ELECTED COUNCIL MEMBERS

- **Presented by Judge Terry Douglas**

Collin County Justice of the Peace, Precinct 2, Judge Terry Douglas presented Certificates of Elected Council Members to Rick White, Place 5, and Diane Culver, Place 6.

ADMINISTRATION OF OATH OF OFFICE FOR ELECTED COUNCIL MEMBERS

- **Administered by Judge Terry Douglas**

Collin County Justice of the Peace, Precinct 2, Judge Terry Douglas administered the Oath of Office to Councilman Rick White, Place 5, and Councilwoman Diane Culver, Place 6. Both of the newly elected council members, Culver and White, took their seats at the dais.

PRESENTATIONS

- **Recognition of employees celebrating milestone years of service to the City of Wylie.**

Mayor Pro Tem Byboth presented Plaques of Appreciation to employees celebrating milestone years of service to the City of Wylie. Employees included:

Ernest Mendez, Parks Crewleader – 15 years – February 19, 1996
Brian Ritter, Fire Shift Commander – 10 years – May 14, 2001
Leonard Garner, Fleet Maintenance Coordinator – 10 years – May 21, 2001
Ricardo Govea, Parks Chemical Applicator – 10 years – May 23, 2001
Archie Whitt, Parks Field Supervisor – 10 years – May 24, 2001
David Collins, Building Inspector – 10 years – June 11, 2001
Mary Bradley, Planning & Zoning Administrative Secretary – 10 years – June 12, 2001
Buddy McGuire, Public Works Equipment Operator – 10 years June 12, 2001

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

Bobby Heath, residing at 205 Harborview, Wylie, representing the Wylie Downtown Merchants Association addressed council thanking council for lowering the speed limit in the downtown area and city staff for insuring enforcement was provided. Mr. Heath also thanked the mayor for participating in the Downtown Merchants Peddle Car Races held recently.

Robert Cleo Wilson, residing at 1407 Abbeville Road, Wylie, addressed council with concerns regarding the construction of his home, cars parked on the residential streets, and his house address.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. **Consider, and act upon, approval of the Minutes of the May 10, 2011 Regular Meeting of the Wylie City Council.** *(C. Ehrlich, City Secretary)*
- B. **Consider, and place on file, the City of Wylie Monthly Revenue and Expense Report for the City of Wylie as of April 30, 2011.** *(L. Bantz, Finance Director)*
- C. **Consider, and place on file, the City of Wylie Monthly Investment Report for April 30, 2011.** *(L. Bantz, Finance Director)*
- D. **Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of April 30, 2011.** *(S. Satterwhite, Executive Director WEDC)*
- E. **Consider, and act upon, a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement no. W9126G-11-T-005 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law Enforcement Services from May 27, 2011 through September 05, 2011 for a sum not to exceed \$55,805.92.** *(J. Duscio, Chief of Police)*
- F. **Consider, and act upon, Ordinance No. 2011-13, amending Zoning Ordinance 2005-58, Article 4, Section 4.3 Nonresidential Design Standards (F. Architectural Features); regarding exterior building materials. ZC2011-04** *(R. Ollie, Planning Director)*
- G. **Consider, and act upon, Resolution No. 2011-18(R) approving an Interlocal Agreement between the Region 8 Education Service Center and the City of Wylie for participation in the contracts for goods and services provided by the The Interlocal Purchasing System (TIPS).** *(J. Holcomb, Purchasing Director)*

Council Action

A motion was made by Councilman White, seconded by Councilman Jones to approve the consent agenda as presented. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

REGULAR AGENDA

Tabled Item from 5-10-2011

Motion to remove from the table and consider and act upon:

Council Action

A motion was made by Councilman White, seconded by Councilman Jones to remove Item #1 from the table and consider. Consensus of the council was to remove and consider.

- 1. Consider, and act upon, the appointment of a 2011 Board and Commissions City Council Interview Panel to conduct the May/June 2011 board applicant interviews.**
(C. Ehrlich, City Secretary)

Staff Comments

City Secretary Ehrlich addressed council stating that at the May 10, 2011 Regular City Council meeting, the council tabled consideration of the 2011 Wylie Boards and Commission Interview Panel to allow the election to pass and all newly elected members had the opportunity to serve on the panel. City Secretary Ehrlich asked that the council choose three interview panel members from the council to serve on the committee.

Mayor Pro Tem Byboth asked each member if they were available on May 25th, 26th and June 1st to conduct the interviews on the stated dates and make recommendations back to the full council of the appointments. Councilman Goss stated that he was available and would be willing to serve on the panel. Councilman White noted he would be out of town and unable to serve. Councilman Jones offered to serve on the panel and stated he was available. Mayor Pro Tem Byboth stated he would not be available May 26th and asked Councilwoman Culver if she would be available. Councilwoman Culver stated she would be available and willing to serve.

Council Action

A motion was made by Councilman White, seconded by Councilman Goss to appoint Bennie Jones as Chair; David Goss, Panel Member; Diane Culver, Panel Member; and Mayor Pro Tem Byboth as an alternate to the 2011 Boards and Commissions Interview Panel. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

General Business

- 2. Consider, and act upon, Resolution No. 2011-15(R) adopting the Collin County Local Mitigation Strategy as the City of Wylie Hazard Mitigation Action Plan.** *(R. Corbin, Fire Chief)*

Staff Comments

Fire Chief Corbin introduced Francisco San Miguel, Emergency Preparedness Specialist, Department of Emergency Preparedness for the North Central Texas Council of Governments. Mr. San Miguel explained the proposed Collin County Local Mitigation Strategy for the City of Wylie Hazard Mitigation Action Plan was in cooperation with Collin County Homeland Security and NCTCOG Emergency Preparedness. San Miguel reported that a study had been done and several vulnerabilities had been identified in Wylie that could be addressed before a disaster strikes. By removing these vulnerabilities, the impact of a disaster would be lessened and would make Wylie eligible to apply for funds set aside after any disaster that could be used to mitigate weakening earthen dams, buy-outs of flood-prone areas, and other such projects. He noted there is no obligation from the City of Wylie by approving this strategy, but will make the City eligible to apply for the mitigation grant funds; in addition to the eligibility of grant funds, the approval of the Local Mitigation Strategy Plan reduces the risks of hazards to people, property and the environment.

Council Discussion

Councilwoman Culver asked Mr. San Miguel what agency was required to declare a given area a disaster. Mr. San Miguel replied it required the declaration be made by the President.

Council Action

A motion was made by Councilman White, seconded by Councilman Jones to approve Resolution No. 2011-15(R) adopting the Collin County Local Mitigation Strategy as the City of Wylie Hazard Mitigation Action Plan. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

- 3. Consider, and act upon, Resolution No. 2011-16(R) authorizing the City Manager to execute a Waterline Relocation Agreement with East Fork Special Utility District for the relocation of 4,469 linear feet of waterline along East Brown Street. (C. Holsted, City Engineer)**

Staff Comments

City Engineer Holsted addressed council stating that the East Fork Special Utility District (EFSUD) owns a water line located on the south side of East Brown Street from Rutherford Avenue to Wylie East Drive as shown on the attached drawings. The existing water line is located in an easement outside of the existing road right of way. The City has acquired property for the expansion of Brown Street which overlaps the existing easement and the water line is in conflict with the proposed roadway improvements.

Holsted explained the estimated total project cost for the relocation is \$264,828.90 and the City's estimated cost of reimbursement to the District is \$215,525.33. Final project cost and reimbursement will be based on the lowest qualified bid. The 2005 City of Wylie Bond program included \$6.3 million for the design and construction of the East Brown Street improvements.

Council Discussion

Mayor Pro Tem Byboth asked City Engineer Holsted where the city funding would come from. Mr. Holsted replied it was part of the 2005 bond program. Councilman Goss asked City Engineer Holsted why this was a required relocation of the water line. Mr. Holsted replied some of the improvements to the roadway were in conflict with the water line.

Council Action

A motion was made by Councilman Goss, seconded by Councilwoman Culver to adopt Resolution No. 2011-16(R) authorizing the City Manager to execute a Waterline Relocation

Agreement with East Fork Special Utility District for the relocation of 4,469 linear feet of waterline along East Brown Street. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

4. **Consider, and act upon, award of a contract to Wright Construction Co. in the amount of \$751,587.10 for the construction of the Twin Lakes Outfall Sanitary Sewer, Phase 2 project.** *(C. Holsted, City Engineer)*

Staff Comments

City Engineer Holsted addressed council explaining that council approved a midyear budget amendment on April 26, 2011 in the amount of \$1,200,000 for the construction of the project. On April 25th fourteen bids were opened for the project and the low bid was submitted by Wright Construction Co. in the amount of \$751,587.10. Holsted noted alternate pipe material was bid which significantly reduced the project cost. Mayor Pro Tem Byboth asked City Engineer Holsted where the funding would come from. Mr. Holsted replied the funding would come from the Utility Fund and/or Sewer Impact Fees.

Council Action

A motion was made by Councilman White, seconded by Councilman Jones to award a contract to Wright Construction Company in the amount of \$751,587.10 for the construction of the Twin Lakes Outfall Sanitary Sewer, Phase 2 project. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

5. **Consider, and act upon, Resolution No. 2011-17(R) authorizing the City Manager to execute Amendment No. 3 for the East Brown Street Pump Station, Ground Storage reservoir and Water Distribution Line Professional Engineering Services Agreement.** *(C. Holsted, City Engineer)*

Staff Comments

City Engineer Holsted addressed council stating that the design of the East Brown Street Pump Station includes the relocation of the Deliver Point #1 which is currently located at the North Texas Municipal Water District water treatment plant site. The project consist of a new pump building with five pumps, a 1.5 million gallon ground storage tank and miscellaneous piping as shown on the attached site plan. Water will be delivered to the site from the 36-inch North Texas Municipal Water District transmission main located on the north side of Brown Street.

Holsted explained NTMWD has proposed some changes to their standard meter vault to provide better operation and maintenance of their meter resulting in increased design fees. NTMWD reimburses the City for the construction cost of their facilities such as the meter, line from their main through the meter, and SCADA equipment. The NTMWD board will consider an agreement to reimburse the City for the increased design fees at their May 26th meeting. The proposed fee for the revisions to the meter vault is \$24,000 and would be passed through to NTMWD.

Council Discussion

Councilman Goss asked if this approval was contingent upon approval of reimbursement by the NTMWD. City Engineer Holsted replied that the approval was contingent upon the approval by NTMWD to the city and the funding would be received form NTMWD prior to final payment for the work.

Council Action

A motion was made by Councilman White, seconded by Councilman Goss to adopt Resolution No. 2011-17(R) authorizing the City Manager to execute Amendment No. 3 for the East Brown Street Pump Station, Ground Storage reservoir and Water Distribution Line Professional Engineering Services Agreement. A vote was taken and the motion passed 5-0 with Mayor Hogue and Councilwoman Spillyards absent.

6. **Consider, and act upon, Ordinance No. 2011-14 approving a negotiated resolution between the Steering Committee of Cities served by Oncor and Oncor Electric Delivery Company, LLC regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse Cities' Reasonable Ratemaking Expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the company and The Steering Committee's legal counsel.**

(M. Manson, City Manager)

Staff Comments

City Manager Manson addressed council stating that the City of Wylie, along with approximately 160 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company"), is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). On or about January 7, 2011, Oncor filed with the City an application to increase electric rates.

Manson explained the Oncor filing sought a \$353 million rate increase. The City worked with the Steering Committee to analyze the schedules and evidence offered by Oncor to support its request to increase rates. The Ordinance and attached rate and tariffs are the result of negotiations between the Steering Committee and the Company to resolve issues raised by the Steering Committee and other intervenors during the review and evaluation of the filing. The Ordinance resolves the Company's filing by authorizing an increase in the Company's base rate of \$136.7 million. The monthly bill impact for the average residential customer will be a \$2.35 increase (as opposed to the \$5.00 per bill increase as proposed in the Company's filing). The increase would be split into two segments; the first increase would begin July 1, 2011 and the second July 1, 2012.

City Manager Manson noted the Executive Committee of the Steering Committee and the Steering Committee's legal counsel were recommending that all city members of the Steering Committee adopt the Ordinance implementing the rate change.

Council Discussion

Councilman Jones asked if this was considered a victory for the city. Manson replied that no increase is a win but based on what each city individually could negotiate with Oncor and what the Steering Committee was able to receive is a win for cities. Councilwoman Culver asked why Oncor split the increase into two segments. City Manager Manson replied that she did not know why the company chose to split the increase but stated that she could research and let Councilwoman Culver know.

Council Action

A motion was made by Councilman White, seconded by Councilman Culver to adopt Ordinance No. 2011-14 approving a negotiated resolution between the Steering Committee of Cities served by Oncor and Oncor Electric Delivery Company, LLC regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse Cities' Reasonable Ratemaking Expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the company and The Steering Committee's legal counsel. A vote was taken and the motion passed 4-1 with Mayor Pro Tem Byboth, Councilwoman Culver, Councilman White and Councilman Jones voting for and Councilman Goss voting against with Mayor Hogue and Councilwoman Spillyards absent.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

City Secretary Ehrlich read the ordinance captions to Ordinance No.'s 2011-13 and 2011-14 into the official records.

Mayor Pro Tem Byboth announced a reception would be held for newly elected council members Rick White and Diane Culver immediately followed by a work session presentation by the Planning Department.

ELECTION RECEPTION

- **Reception for Newly Elected Council Members Rick White, Place 5, and Diane Culver, Place 6.**

WORK SESSION

- **Planning Department Annual Overview.** (*R. Ollie, Planning Director*)

Planning Director Renae' Ollie gave a short overview of the Planning Department. Ollie displayed the organizational structure of the department and introduced the planning team which included: Senior Planner Charles Lee, Assistant Planner Jasen Haskins, Mapping Technician Lisa Price, and Administrative Assistant Mary Bradley. Ollie explained why planning and zoning was needed; stating that without zoning, residential and business could be mixed in a way that is unsafe and undesirable.

Ollie reported the goals of the department included a continued development vision, redevelopment possibilities, and creating zoning that conforms to existing development. She emphasized the importance of working with all departments and providing these services "in house" with the talents of the team. Some of the chapters to be examined in the comprehensive zoning ordinance in the coming years included: existing conditions, transportation, parks and recreation, economic development, redevelopment and implementation. Ollie also touched on actively promoting community sustainability options such as water conservation, residential

recycling incentives, alternate renewable energy, and collaborative efforts with the private sector of the business community and other governmental agencies for sustainable best practices.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilman Jones, seconded by Councilman Goss to adjourn the meeting at 7:43 p.m. A vote was taken and the motion passed 6-0 with Mayor pro tem Byboth absent.

Mayor Eric Hogue

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

Minutes Special Called Work Session

Wylie City Council Meeting
May 31, 2011 – 6:00 p.m.
Wylie Municipal Complex – Council Conference Room
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Anne Hiney, Parks and Recreation Board Chair called the Special Called Joint Meeting to order at 6:00 p.m. Parks board members present included: Dan Chestnut, Gary Robas, Cristine Price, Brandi Lafleur and Matt Rose. Jim Ward was absent.

Mayor Eric Hogue called the City Council meeting to order at 6:03 p.m. with the following Wylie City Council members present: Mayor pro tem Red Byboth, Councilwoman Diane Culver, Councilman Bennie Jones, and Councilman David Goss. Councilwoman Kathy Spillyards and Councilman Rick White were absent.

Staff present included: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Public Information Officer, Craig Kelly, City Secretary, Carole Ehrlich, Public Services Director, Mike Sferra, Parks and Recreation Superintendent, Robert Diaz and Public Services Admin, Nancy Williams.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Byboth gave the invocation and Councilwoman Culver led the Pledge of Allegiance.

WORK SESSION

- **Discussion regarding Community Park Improvements.**
(M. Sferra, Public Services Director/ Parks & Recreation Board)

Public Services Director Sferra addressed council stating that the bids for Founder's Park had been received. He noted that funding currently available to include County and Bond funds, minus design fees was \$1,467,000. In addition to this funding other available funds included

funding left over from the Founder's Park Improvements in the amount of \$250,000; funds from the Wylie Water Utility fund of \$365,000 and available lease/loan funding for field lighting improvements of \$440,500, for a grand total of \$2,522,500.

Mr. Sferra introduced Parks and Recreation Superintendent Robert Diaz. Mr. Diaz presented three options for the base construction of the project and contingency fund alternates provided by Teague, Nall and Perkins. Diaz reported the Parks and Recreation Board had reviewed the three options and made a final recommendation from the board to the council. These included:

- Complete 8' wide concrete trail (over .8 miles)
- Demolition of existing four-plex of fields
- Complete finish out of Rowell, Eldridge, and Tibbals Cooper Field regarding, fence and drainage-no irrigation and sod.
- New fencing for all fields – taller backstops (20' and 25' on Cooper)
- New Concrete Plaza area with joint layout design (4,500 square yards)
- Irrigation booster pump to increase the pressure in the parks
- All underground water, sanitary, sewer and storm sewer
- Retaining walls and handrails at Eldridge and Tibbals to set the fields lower than the plaza

Transformer Relocation- \$22,060

Cooper Field Irrigation and Sod - \$32,000

Full Lighting Replacement pkg. - \$435,000

Relocation of the existing light pole in Football Field #4 - \$5,500

Design/Build concessions Stand – Capped at \$300,000

112 Space Parking - \$200,000

Contingency - \$160,163

- 8 Bleacher Covers (piers only) - \$15,400
- 8 New Bleachers - \$33,000
- Landscaping and Seeding Plaza - \$22,000
- Change Orders
- Art - \$14,500
- Football Press box - \$15,000
- Football Scoreboards
- Football concessions/Restroom (PCM bid of \$48,050 for 12X24)
- T Ball Concessions/Restroom (PCM bid of \$48,050 for 12X24)

Mr. Diaz stated that the board and staff were recommending JC Commercial with a bid price of \$1,367,777.

Diaz reported there were three options for parking with the board recommending the 112 space option. Councilwoman Culver had concerns with the 112 space parking at a cost of \$200,000 stating that previous direction from the council in 2005 was to increase the parking costs to \$250,000 within the bond proposition. Staff noted they would research and report back to council regarding that direction.

Parks Board Chair Ann Hiney noted that the board wanted to include some parking but struggled with the amount of parking in order to complete some of the fields; the play areas being the main concern. The three plans versus the three options were primarily with the cost of the concession stand and parking. Hiney noted that the board would like feedback as to what

areas needed to be addressed but hoped that would address the overall plan for the park and not just the parking.

Chris Seely representing Teague, Nall and Perkins, 12160 N. Abrams Road, Suite 508, Dallas reviewed each option with the council and board. Seely explained that the recommendation made by the parks board was a combination of those options.

Council Direction

- Mayor Hogue asked the council for direction to staff and the Parks and Recreation Board regarding their recommendations for the base bid. Council members directed staff to move forward with the recommendations as presented for the base bid. Councilwoman Culver noted that her personal recommendations for the contingency prioritize in this order Football concessions/Restroom (PCM bid of \$48,050 for 12X24), T Ball Concessions/Restroom (PCM bid of \$48,050 for 12X24), 8 New Bleachers - \$33,000, that was part of the original items in the bond package. Board member Matt Rose commented that concerning the contingency items, the change orders and art would be required to come out first, then once the project was completed the other items could be bid separately to gain the best overall pricing.

ADJOURNMENT

A motion was made by board member Matt Rose, seconded by board member Gary Robas to adjourn the Parks and Recreation Board meeting at 7:40 p.m. A vote was taken and the motion passed unanimously.

A motion was made by Councilwoman Culver, seconded by Councilman Jones to adjourn the City Council meeting at 7:40 p.m. A vote was taken and the motion passed unanimously.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: June 14, 2011
Department: Planning
Prepared By: Renae' Ollie
Date Prepared: May 26, 2011

Item Number: B.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, approval of a Preliminary Plat creating 63 single family residential lots on 45.192 acres for the Estates of Creekside Addition. Subject property generally located south of Parker Road and approximately ½ mile west of Country Club Road.

Recommendation

Motion to approve a Preliminary Plat creating 63 single family residential lots on 45.192 acres for the Estates of Creekside Addition. Subject property generally located south of Parker Road and approximately ½ mile west of Country Club Road.

Discussion

The property totals 45.19 acres and will create sixty-three (63) single-family residential lots and two open space lots. Tract C contains 17.88 acres and will be dedicated to the City as Parkland. Tract D contains 2.50 acres and will be owned and maintained by the HOA as an open space lot.

The plat shall also dedicate the necessary rights-of-way and utility easements.

The subdivision was the subject of an amended zoning case adopted in March 2011 to allow for a wider collector road.

The Preliminary Plat complies with all applicable technical requirements of the City of Wylie.

Planning Commission voted 6-0 to recommend conditional approval of the Preliminary Plat.

Approved By

	Initial	Date
Department Director	RO	05/26/11
City Manager	MM	6/7/11



Wylie City Council

AGENDA REPORT

Meeting Date: June 14, 2011
Department: Finance
Prepared By: Finance
Date Prepared: June 2, 2011

Item Number: C.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, authorizing the City Manager to execute the engagement letter with Weaver and Tidwell, L.L.P. for Fiscal Year 2010-2011 audit services for a fee not to exceed \$55,000.

Recommendation

Motion authorizing the City Manager to execute the engagement letter with Weaver and Tidwell, L.L.P. for Fiscal Year 2010-2011 audit services for a fee not to exceed \$55,000.

Discussion

As required by City Charter, the City Council shall cause an independent audit to be performed by a certified public accountant on all City accounts at the close of each fiscal year. Weaver and Tidwell, L.L.P. has performed the annual audit for the City for the past three years and has submitted their engagement letter for audit services for Fiscal Year 2010-2011. The proposed fee of \$55,000 is the same as the prior year's fee. New government accounting standards necessitate changes effective in the 2010-2011 financial statements that will also involve new audit procedures in addition to differences in reporting. However, Staff has worked with Weaver and Tidwell to secure the same pricing for 2010-2011 for the City.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>6/2/11</u>
City Manager	<u>MM</u>	<u>6/7/11</u>



May 23, 2011

Ms. Linda Bantz
Finance Director
City of Wylie
300 Country Club Road
Building 100, 1st Floor
Wylie, Texas 75098

Dear Ms. Bantz:

We are pleased to confirm our understanding of the services we are to provide the City of Wylie for the year ending September 30, 2011.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Wylie (the City) as of and for the year ending September 30, 2011. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements.

We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and Individual Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

1) Introductory Section

2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

City of Wylie
May 23, 2011

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If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the the City and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon].

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we may provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit, that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures. Thus, the City agrees that we will not be liable for any damages or otherwise responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management. Moreover, the City agrees to indemnify and hold us harmless from any claims and liabilities, including reasonable attorneys' fees, expert fees and costs of investigation and defense, arising out of or related to this engagement if false or misleading representations are made to us by any member of the City's management.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

City of Wylie
May 23, 2011

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Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussion fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Mediation is not a pre-condition to the arbitration provided for below and the failure or refusal by either party to request or participate in mediation shall not preclude the right of either party to initiate arbitration. We agree to conduct the mediation in Dallas, Texas, or another mutually agreed upon location.

Both of us agree that any dispute arising from the engagement, this agreement or the breach of it shall be subject to binding arbitration under the provisions of the Federal Arbitration Act (9 U.S.C. § 1, *et seq.*) and of the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA (the Rules), and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with the Rules. The parties agree to conduct the arbitration in Dallas, Texas, or another mutually agreed upon location. The arbitrator may only award direct damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' and expert witness fees, court costs, and the administrative costs, arbitrator's fees, and expenses of the AAA incurred in the arbitration or litigation in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither of us shall be compelled to arbitrate any dispute between us which arises out of any claim asserted against either of us by a third party, unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the arbitrator(s) or Court, as the case may be, should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement.

City of Wylie
May 23, 2011

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We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the City or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Mr. Jerry Gaither is the engagement partner and is responsible for supervising the engagement and signing the report on behalf of Weaver and Tidwell, L.L.P.

Our fee is based upon the complexity of the work to be performed and the tasks required. Fees for our services are due upon receipt of our invoice. For bills not paid within 60-days of the billing date, a late charge will be added to the outstanding balance. The late charge will be calculated using the then current "prime rate" charged commercial customers by Bank of America, up to a maximum annual percentage rate of 10%.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$55,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

City of Wylie
May 23, 2011

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In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm name, you agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We appreciate the opportunity to be of service to the City of Wylie and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Yours truly,



WEAVER AND TIDWELL, L.L.P.

JLG:res

RESPONSE:

This letter correctly sets forth the understanding of the City of Wylie

Officer signature _____

Title _____

Date _____



Wylie City Council

AGENDA REPORT

Meeting Date: June 14, 2011
Department: Finance
Prepared By: Finance
Date Prepared: June 2, 2011

Item Number: D.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, authorizing the extension of our current bank depository contract from an ending date of September 30, 2011 to March 31, 2012 with JP Morgan/Chase Bank and American National Bank.

Recommendation

Motion authorizing the extension of our current bank depository contract from an ending date of September 30, 2011 to March 31, 2012 with JP Morgan/Chase Bank and American National Bank.

Discussion

The current contract for the City's depository services is with both JP Morgan/Chase Bank and American National Bank. The contract ending date is September 30, 2011. Staff feels it is in the City's best interest to extend this ending date to March 31, 2012 to effect a change in the contract expiration dates. An expiration date opposite the beginning of the new fiscal year will allow Staff to more effectively utilize their time in the depository RFP process.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>06/02/11</u>
City Manager	<u>MM</u>	<u>6/7/11</u>



Wylie City Council

AGENDA REPORT

Meeting Date: June 14, 2011
Department: City Secretary
Prepared By: City Secretary
Date Prepared: June 7, 2011

Item Number: 2.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, the recommendations of the 2011 Boards and Commission Council Interview Panel for appointments to the Animal Shelter Advisory Board, Construction Code Board, Library Board, Parks and Recreation Board, Parks and Recreation Facilities Development Corporation Board, Planning and Zoning Commission, Public Arts Advisory Board, Wylie Economic Development Corporation, and the Zoning Board of Adjustments to fill board vacancies and terms expiring June 30, 2011.

Recommendation

Motion to accept the recommendations of the 2011 Boards and Commission Council Interview Panel for appointments to the Animal Shelter Advisory Board, Construction Code Board, Library Board, Parks and Recreation Board, Parks and Recreation Facilities Development Corporation Board, Planning and Zoning Commission, Public Arts Advisory Board, Wylie Economic Development Corporation and Zoning Board of Adjustments, to fill board vacancies and terms expiring June 30, 2011.

Discussion

Article 8, Section 1A of the City Charter authorizes the City Council to appoint members to serve on boards, commissions and committees to help carry out the functions and obligations of the City and to make recommendations to the City Council. The City Council has prescribed the purpose, composition, function, duties, accountability and the tenure of each board, commission and committee.

The City Secretary's Office began an active campaign to solicit for Board and Commission applications by utilizing the Wylie News, eWylie, all municipal facilities and current board and commission members. Staff also utilized the City's Website by offering application submittal on-line.

An interview panel, consisting of three council members, was used to conduct interviews of all applicants. All applicants were personally contacted to schedule an informal meeting, in open session, with the Boards and Commission Council Interview Panel. Council members appointed by the City Council for 2011 were: Councilman Bennie Jones, Chair; Councilwoman Diane Culver, and Councilman David Goss. Mayor Pro Tem Red Byboth was chosen as the alternate. The Panel met with applicants on Tuesday May 25th, Wednesday May 26th, and Wednesday, June 1st 2011 to conduct interviews and deliberate their choice to recommend to the full

council.

The Council feels that the entire process is helpful to them in making appointments and offers an opportunity to understand some of the visions the applicants have for the community. The 2011 Boards and Commission Council Interview Panel have attached their recommendations for Council consideration and action.

Due to the low number of new applicants applying in 2011, applicants not appointed during this process will be contacted to ask if they would be willing to serve on any board in the event there is an opening. Vacancy appointments will come before council as they occur.

Approved By

Initial

Date

Department Director

CE

06/07/11

City Manager

MM

6/7/11

2011 Boards Commissions Applicant Listing Chart

ANIMAL SHELTER ADVISORY BOARD					
This board must have 5 qualified members: 1 licensed veterinarian, 1 animal shelter employee, 1 county or municipal official, 1 representative from an animal welfare organization, and 1 City of Wylie resident.					
Current Board Members	Expiring Terms (2)	Seeking Reappt. (1) and (0) Vacancy	New Applicants (3)	Aplicant Preference	Position Appointed
Chuck Kerin			Gerald Dunn	2	Shelia Patton Diane Culver
Amy Nutz			Terry Benjamin	2	
Shelia Patton	Shelia Patton	YES	Kevin Finnell	3	
Carter Porter	Carter Porter	NO (must be a Council Member)			
David Lewis					
CONSTRUCTION CODE BOARD					
Current Board Members	Expiring Terms (4)	Seeking Reappt. (3) and (1) Vacancy	New Applicants (1)	Applicant Preference	Position Appointed
Alt Billy McClendon	<i>(moved to active member)</i>		Rhonda Logsdon	1	Alt. Terry Benjamin
Alt David Williams					
Alt Michael Grubbs					
Ronal Hauck					
Brian Parten					
Sunil Verma					
Bryan Rogers	Bryan Rogers	YES			Bryan Rogers
Brian Huddleston	Brian Huddleston	YES			Brian Huddleston
Zachary Herrera	Zachary Herrera	YES			Zachary Herrera
Kevin Thompson	Kevin Thompson	NO - VACANT			Billy McClendon
LIBRARY BOARD					
Current Board Members	Expiring Terms (4)	Seeking Reappt. (2) and (2) Vacancy	New Applicants (2)	Applicant Preference	Position Appointed
Mindy Ayers	Mindy Ayers	YES	Gregg Wodding	2	Mindy Ayers
Lucy Shriver	Lucy Shriver	VACANT	Candiece Arrington	1	Candiece Arrington
Shirley Burnett	Shirley Burnett	YES			Shirley Burnett
Brett Bim	Brett Bim	NO - VACANT			Gregg Wooding
Grace Morrison					
Junaid Najamuddin					
Geraldine Washington					

2011 Boards Commissions Applicant Listing Chart

PARKS & RECREATION BOARD					
Current Board Members	Expiring Terms (3)	Seeking Reappt. (3) and (0) Vacancy	New Applicants (9)	Applicant Preference	Position Appointed
Cristine Price			Gerald Dunn	1	
Daniel Chesnut	Dan Chesnut	YES	Jeff Harris	1	Dan Chesnut
Brandi Lafleur	Brani Lafleur	YES	Gregg Wodding	1	Brandi Lafleur
Anne Hiney			Matthew Kirk	2	
Jim Ward	Jim Ward	YES	Kevin Finnell	2	Jeff Harris
Gary Robas			Rhonda Logsdon	2	
Matt Rose			James Lenox	2	
			Timothy McCray	2	
			Candiece Arrington	3	
PARKS & RECREATION 4B BOARD					
Current Board Members	Expiring Terms (4)	Seeking Reappt. (3) and (1) Vacancy	New Applicants (0)	Applicant Preference	Position Appointed
Shirley Burnett	Shirley Bennet	NO - VACANT			Christine Price
Daniel Chesnut	Dan Chesnut	YES			Dan Chesnut
Anne Hiney	Anne Hiney	YES			Anne Hiney
Kathy Spillyards	Kathy Spillyards	YES			Kathy Spillyards
Eric Hogue					
Bonnie Jones					David Goss
Rick White					
PLANNING & ZONING BOARD					
Current Board Members	Expiring Terms (3)	Seeking Reappt. (1) and (0) Vacancy	New Applicants (5)	Applicant Preference	Position Appointed
Gilbert Tamez			Matthew Kirk	1	
Ruthie Wright	Ruthie Wright	YES	Terry Benjamin	3	Ruthie Wright
Ramona Kopchenko	Ramona Kopchenko	YES	Rhonda Logsdon	3	Matthew Kirk
Ronald Smith			Timothy McCray	3	
Jeremy Jordan			Gregg Wooding	3	
Phillip Johnston					
David Dahl (phone interview)	David Dahl	YES			David Dahl

2011 Boards Commissions Applicant Listing Chart

PUBLIC ARTS ADVISORY BOARD					
Current Board Members	Expiring Terms (3)	Seeking Reappt. (1) and (2) Vacancy	New Applicants (3)	Applicant Preference	Position Appointed
Ashley Burt	Ashley Burt	NO	James Lenox	1	James Lenox
Thomas Gaudreau	Thomas Gaudreau	YES	Candiece Arrington	2	Thomas Gaudreau
M. Erin Dougherty	Erin Dougherty	NO	Susan Spurgin	1	Susan Spurgin
Polly Harrison					
Kathy Spillyards					
Stewart Matthews					
Deya Harris					
WYLIE ECONOMIC DEVELOPMENT CORPORATION BOARD					
Current Board Members	Expiring Terms (1)	Seeking Reappt. (1) and (0) Vacancy	New Applicants (7)	Applicant Preference	Position Appointed
Mitch Herzog			Gerald Dunn	3	
Marvin Fuller			Kevin Finnell	1	
Chris Seely			Terry Benjamin	1	
John Yeager			Timothy McCray	1	
Todd Wintters	Todd Wintters	YES	Jeff Harris	2	Todd Wintters
			Matthew Kirk	3	
			James Lenox	3	
ZONING BOARD OF ADJUSTMENTS					
Current Board Members	Expiring Terms (2)	Seeking Reappt. (2) and (0) Vacancy	New Applicants (0)	Applicant Preference	Position Appointed
Alt. Bryan Rogers	Bryan Rogers	YES			Bryan Rogers
Alt. F. Jason Potts					
Linda Jourdan	Linda Jourdan	YES			Linda Jourdan
Marilyn Herrera					
William Baumbach					
Karyn McGinnis					
Kelly Price					

Board & Commission Interview Schedule – 2011

	Time	Wednesday, May 25, 2011	Time	Thursday, May 26, 2011	
✓	5:30	<i>Mike Atkison – Animal Shelter</i>	5:30	<i>Sam Satterwhite - WEDC</i>	✓
✓	5:35	<i>Mike McAnnally – Construction</i>	5:35	<i>Renae Ollie – P&Z/ZBOA</i>	✓
✓	5:40	<i>Robert Diaz – Parks & Rec</i>	5:45	<i>Ramona Kopchenko 214-208-1099</i>	✓
✓	5:45	<i>Carole Ehrlich - PAAB</i>	5:50	<i>Ruthie Wright 214-677-7903</i>	✓
✓	5:50	<i>Rachel Orozco - Library</i>	5:55	<i>Timothy McCray 214-505-4362</i>	
✓	5:55	<i>Todd Winters – 469-964-5693</i>	6:05	<i>Gregg Wooding 972-567-7660</i>	
	6:00	<i>Sheila Patton 972-832-7009</i> <i>(Phone Interview)</i>			
✓	6:05	<i>Billy McLendon 972-442-9800</i>	6:10	<i>Terry Benjamin 214-707-5930</i>	
✓	6:10	<i>Gerald Dunn 214-738-8087</i>	6:20	<i>Bryan Rogers 214-773-6460</i>	
✓	6:15	<i>David Dahl 972-429-7342</i>	6:25	<i>Rhonda Logsdon 972-442-4976</i>	
✓	6:20	<i>Jim Ward 972-358-8862</i>	6:30	<i>Brandi Laflaur 214-796-5649</i>	✓
✓	6:25	<i>Brian Huddleston 214-862-3627</i>	6:35		
✓	6:30	<i>Linda Jourdan 972-322-9070</i>	6:40		
✓	6:35	<i>Dan Chesnut 214-405-2489</i>	6:45		
✓	6:45	<i>Matthew Kirk 214-876-7902</i>	6:50		
✓	6:50	<i>Kevin Finnell 214-914-6770</i>	7:00		
✓	7:05	<i>Anne Hiney 972-672-4133</i>			
✓	7:15	<i>Jeff Harris 214-878-5217</i>			
✓	7:20	<i>Mindy Ayers 469-323-6407</i>			
✓	7:25	<i>Shirley Burnett 972-442-5767</i>			
✓	7:30	<i>Thomas Gaudreau 214-603-2064</i>			
	Time	Wednesday, June 1, 2011	6:30		
✓	5:30	<i>Zachery Herrera 469-682-1811</i>	6:35		
✓	5:30	<i>James Lenox 214-682-1080</i>	6:40		
	5:35	<i>Susan Spurgin</i>	6:50		
	5:40	<i>Candiece Arrington 214-957-5000</i>	6:55		
	5:45		7:00		
	5:50				
	5:55				

✓ - Appointment time set/confirmed

Staff Liaison

Seeking Re-appointment



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>June 14, 2011</u>	Item Number:	<u>3.</u> <i>(City Secretary's Use Only)</i>
Department:	<u></u>		
Prepared By:	<u>Mike Sferra</u>	Account Code:	<u>447-5447-56510 Project 7CA</u>
Date Prepared:	<u>June 3, 2011</u>	Budgeted Amount:	<u>\$1,495,000</u>
		Exhibits:	<u>Resolution</u>

Subject

Consider, and act upon, Resolution No. 2011- 19(R) authorizing the City Manager to execute a construction contract in the amount of \$1,995,277 to JC Commercial, Inc. for the construction of the 2011 Community Park Improvements Project contingent upon City Attorney approval of the contract, insurance, and bond documents.

Recommendation

Motion to approve Resolution No. 2011- 19(R) authorizing the City Manager to execute a construction contract in the amount of \$1,995,277 to JC Commercial, Inc. for the construction of the 2011 Community Park Improvements Project contingent upon City Attorney approval of the contract, insurance, and bond documents.

Discussion

On May 18, 2011, five bids were received for the 2011 Community Park Improvements Project, a bond project that received voter approval in 2005. In the interim, the bids have been reviewed and the project engineer has interviewed the low bidder and conducted reference checks with satisfactory results.

On May 23, 2011 the Park and Recreation Board reviewed the bid tabulation and discussed various options and add alternate items that may be awarded as part of the construction contract. The Board made a recommendation to City Council, and that recommendation was discussed at a joint Park and Recreation Board/City Council Work Session on May 31, 2011.

Based on the consensus achieved at the May 31 meeting, improvements in the base bid of \$1,367,777 include but are not limited to the following items:

- Demolition of the existing baseball field fourplex and existing concession stand/restroom,
- Complete an eight-foot wide concrete trail approximately eight-tenths of a mile in length,
- Complete finish out of Rowell, Eldridge, and Tibbals fields with sod and irrigation,
- Cooper field re-grading, fencing and drainage,
- New fencing for all fields,
- Irrigation booster pump to increase the water pressure in the park,
- New concrete plaza area, and
- All underground water, sewer, and storm water infrastructure.

Relocation of the existing transformer in the concession area will be conducted through a separate agreement

between the City and Oncor for approximately \$22,060 and will be paid with existing bond project funds.

Add alternate items agreed upon in the amount up to \$627,500 include:

- Concession stand/restroom facility with a cap not to exceed \$300,000,
- Cooper Field irrigation and sod - \$32,000, Alternate J,
- Plaza and Infield Lighting Package - \$51,000, Alternate M,
- Outfield Lighting Package - \$39,000, Alternate N,
- Light pole relocation - \$5,500, Alternate O, and
- Parking variation for \$200,000 (112 – 115 spaces with landscape and irrigation for islands and pavement markings).

At the joint Work Session, the following recommendations for project funding were presented:

- 2005 bond funds for Community Park (\$1,495,000 less engineering design),
- Collin County Parks and Open Space grant awarded in the amount of \$267,500,
- Utilization of any remaining funds from the Founders Park bond project (currently estimated at \$250,000),
- Using approximately \$365,000 from the Utility Fund to pay for water, sewer, and storm water infrastructure related to the park improvements, and
- Proceeds from a loan in the approximate amount of \$440,500 to finance the acquisition of the athletic lights for the baseball fields. This amount includes the Musco lighting (\$345,000), plus Alternate M (\$51,000), Alternate N (\$39,000), and Alternate O (\$5,500) listed above.

It was stipulated at the joint Work Session that if sufficient funds were available after completion of the project, separate contracts would be pursued to accomplish the following (in order of importance):

1. Concession/restrooms for football,
2. Concession/restrooms for T-ball fields,
3. Bleachers, and
4. Football scoreboard and/or press box.

In the interest of expediting project implementation, this item requests that Council authorize the City Manager to execute the contract contingent upon City Attorney approval of the contract, insurance, and bond documents from JC Construction, Inc. Staff would then return to Council with an item to ratify that action.

Staff will also be returning to Council with the following related companion items:

- A budget amendment regarding use of the Utility Fund for water, sewer, and storm water infrastructure related to the project,
- A loan agreement for the athletic lights, and
- A separate contract through the Texas Cooperative Purchasing Network (TCPN) for athletic lights.
- Two separate Encroachment Agreements with Atmos and Explorer to construct facilities in their respective easements which transverse the site.

Approved By		
	<i>Initial</i>	<i>Date</i>
Department Director	MS	June 4, 2011
City Manager	MM	6/9/11

RESOLUTION NO. 2011-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE A CONTRACT WITH JC COMMERCIAL, INC. FOR THE CONSTRUCTION OF THE 2011 COMMUNITY PARK IMPROVEMENTS PROJECT CONTINGENT UPON APPROVAL OF THE CONTRACT DOCUMENTS BY THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the contract between the City of Wylie and JC Commercial, Inc., for the construction of the 2011 Community Park Improvements Project contingent upon approval of the contract documents by the City of Wylie City Attorney.

SECTION 2: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie on this 14th day of June, 2011.

Eric Hogue, Mayor

ATTEST TO:

Carole Ehrlich, City Secretary

BID FORM

PROPOSAL OF:

J.C. Commercial, Inc.

(Contractor Name)

1865 McGee Lane, Suite O, Lewisville, Texas 75077

(Contractor Address)

(972) 436-4622

(Contractor Phone No.)

DATE: May 18, 2011

Return Bid To: City of Wylie
Purchasing Department
300 Country Club Road
Wylie, Texas 75098

REFERENCE: "2011 COMMUNITY PARK IMPROVEMENTS"

Dear Sir:

The undersigned, having carefully examined the Bid Documents and the site of the Work, and being familiar with all conditions related to the proposed construction, hereby proposes to furnish all labor, materials, services and equipment required for, or incidental to, the construction of the Work, including Allowance(s) in accordance with the Bid Documents, and within the time set forth herein for the lump sum Base Bid of:

one million three hundred sixty seven thousand seven
hundred seventy seven — Dollars (\$1,367,777.00)

(Note: Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Please note the following:

The undersigned further agrees that the Bid Bond accompanying this Bid, payable to the City of Wylie, Texas, is left in escrow and its amount is the measure of damages which the Owner will sustain by the failure of the undersigned to execute and deliver the Agreement. Performance Bond and Payment Bond, insurance certificates and other required documents, and that if the undersigned defaults in executing the Agreement and/or in furnishing the aforementioned documents within ten (10) consecutive calendar days of written notification from the Owner of the intent to award the contract to him, then the Bid Bond shall become subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all bids and to waive all irregularities. The Owner may select any combination of alternates, which, when combined with the base bid, are seen to be in the best interest of the Owner. It is further agreed that the Bid Proposal and Bid Bond shall be valid and not be withdrawn for a period of ninety (90) days from the date of opening thereof.

The undersigned further agrees, if awarded the contract, to execute the Agreement within ten (10) calendar days after notification of intent to award; and to commence work not later than ten (10) calendar days from the date stated in the "Notice to Proceed" from the Owner; and to **fully complete the project within 240 consecutive calendar days after the date stated in the Notice to Proceed.**

It is anticipated that the Owner will issue a Notice to Proceed to the successful bidder on **June 1, 2011**. It is anticipated that, based upon the issuance of the above mentioned Notice to Proceed, that the Contractor must begin work by **June 13, 2011**. It is anticipated, but not yet a contracted requirement, that the work will be substantially completed on **February 15, 2012**.

The undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain **liquidated damages** in the amount of **\$1,000** per day of unexcused delayed completion.

The undersigned accepts the determinations in the Bidding and General Requirements and Technical Requirements regarding information upon which the Bidder can rely, as well as Bidder's responsibility to obtain additional data.

The undersigned hereby acknowledges receipt of the following addenda to the drawings and project manual, all of the provisions and requirements of which have been taken into consideration in preparation of the foregoing bid:

Addendum No. <u>1</u>	Date <u>April 7, 2011</u>	Addendum No. <u>2</u>	Date <u>April 15, 2011</u>
Addendum No. <u>3</u>	Date <u>April 18, 2011</u>	Addendum No. <u>4</u>	Date <u>April 19, 2011</u>
Addendum No. <u>5</u>	Date <u>April 19, 2011</u>	Addendum No. <u>6</u>	Date <u>May 2, 2011</u>
Addendum No. <u>7</u>	Date <u>May 5, 2011</u>	Addendum No. <u>8</u>	Date <u>May 9, 2011</u>

The terms used on this Bid Form which are defined in the Bidding and General Requirements and Technical Requirements have the meanings assigned to them as if assigned to them by those documents.

CERTIFICATIONS

The Bidder understands it is an independent contractor, wholly responsible for the day to day operations of its programs and employees, that no joint venture, partnership or agency exists nor shall be implied by the terms of the Agreement if the contract is awarded to Bidder; and that no employee of Bidder will become an employee of the City of Wylie by virtue of this contract.

The Bidder understands it will indemnify and hold harmless the City of Wylie and its officers, directors, agents, employees and representatives, including its separately-contracted professional consultant, Teague Nall and Perkins, from and against any and all liability for any and all claims, suits, demands, causes of action, and or damages including costs of court and reasonable attorneys fees arising from or based upon intentional or negligence acts or omissions on the part of the Bidder, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from the contract if Bidder is awarded the contract.

NOTE: This proposal must bear the written signature of the Bidder.

- If the Bidder is an Individual doing business under a name other than his own name, the Proposal must so state, giving the address of the Individual.
- If the Bidder is a Partnership, the Proposal must so state, setting forth the names and addresses of all Partners, and must be signed by a Partner so designated as such.
- If the Bidder is a Corporation, the Proposal must be signed by a duly authorized officer or agent of such Corporation.

ALTERNATE PRICING FORM

ADD ALTERNATE ITEMS: Refer to Section 012300 of the Technical Specifications for detailed descriptions of the Add Alternates listed below.

Add Alternate No. A:

Add Parking Improvements for Approximately 156 spaces as shown on Sheet 31A in the Construction Plan Set. Lump Sum total Add (Written Amount): two hundred sixty thousand —

\$260,000.00

Add Alternate No. B:

Add Pavement Markings for Parking Improvements for Approximately 156 spaces as shown on Sheet 31A in the Construction Plan Set. Lump Sum total Add (Written Amount): five thousand one hundred —

\$5,100.00

Add Alternate No. C:

Add Landscaping and Irrigation Improvements for the Parking Improvements for Approximately 156 spaces as shown on Sheet 31A in the Construction Plan Set. Lump Sum total Add (Written Amount): seventeen thousand —

\$17,000.00

Add Alternate No. D:

Add Parking Improvements for Approximately 287 spaces as shown on Sheet 31 in the construction plan set. Lump Sum total Add (Written Amount): three hundred fifty six thousand —

\$356,000.00

Add Alternate No. E:

Add Pavement Markings for Parking Improvements for Approximately 287 spaces as shown on Sheet 31 in the Construction Plan Set. Lump Sum total Add (Written Amount): four thousand two hundred —

\$4,200.00

Add Alternate No. F:

Add Landscaping and Irrigation Improvements for the Parking Improvements for Approximately 287 spaces as shown on Sheet 31 in the Construction Plan Set. Lump Sum total Add (Written Amount): twenty one thousand —

\$21,000.00

Add Alternate No. G:

Add Concession Stand / Restroom Facility as Designed by Jim Wilson Architects and Included in the Construction Plan Set. Lump Sum total

Add (Written Amount): four hundred twenty five thousand

\$425,000.00

Add Alternate No. H-1:

Add Type "A" Concession Stand / Restroom Facility – Design/Build Approximately 14 ft x 24 ft (may vary) in size – One stall in each side Lump Sum total Add (Written Amount):

ninety two thousand

\$92,000.00

Add Alternate No. H-2:

Add Type "B" Concession Stand / Restroom Facility – Design/Build Approximately 24 ft x 36 ft (may vary) in size – 3 stalls in each side Lump Sum total Add (Written Amount):

one hundred sixty thousand

\$160,000.00

Add Alternate No. I:

Add Football Field Improvements to Field #2 including grading, drainage, irrigation and sod. Lump Sum total Add (Written Amount):

sixty two thousand

\$62,000.00

Add Alternate No. J:

Add Cooper Field Irrigation and Sod. Lump Sum total Add (Written Amount):

thirty two thousand

\$32,000.00

Add Alternate No. K:

Add 8 Total Bleacher Covers as Specified on the Landscape Plans Lump Sum total Add (Written Amount):

fifteen thousand four hundred

\$15,400.00

Add Alternate No. L:

Add 8 Total Bleachers as Detailed in the Construction Plan Set Lump Sum total Add (Written Amount):

thirty three thousand

\$33,000.00

Add Alternate No. M:

Add Field Lighting Package #1 for Lighting of the Plaza and Infield Areas

Lump Sum total Add (Written Amount):

fifty one thousand

51,000.00
~~\$6,000.00~~

Add Alternate No. N:

Add Field Lighting Package #2 for Lighting the Outfield Areas. Lump Sum
total Add (Written Amount):

thirty nine thousand

\$39,000.00

Add Alternate No. O:

Add Light Pole Relocation for Football Field #4. Lump Sum total Add
(Written Amount):

five thousand five hundred

\$5,500.00

Add Alternate No. P:

Add Landscaping and Seeding of Plaza Areas (between the four fields of
the baseball complex). Lump Sum total Add (Written Amount):

twenty two thousand

\$22,000.00

BID FORM SIGNATURE LINES

NOTE: This Proposal must bear the written signature of the Bidder.

Bidder: Larry Wagner (Legal Signature)

Larry Wagner (Type/Print Name)

President Title

Business Phone No. (972) 436-4622

This Bidder is a (an): Corporation
Individual, Partnership, Corporation

The full names, addresses and telephone numbers of all persons interested in this Proposal, as principals are as follows:

Larry Wagner, President, 1865 McGee Lane, Suite O, Lewisville, TX 75077 (972) 436-4622

Michelle Wagner, Vice President, 1865 McGee Lane, Suite O, Lewisville, TX 75077 (972) 436-4622

Corporate Seal Placed Here

LIST OF UNIT PRICES FORM

PROPOSAL OF: J.C. Commercial, Inc.
(Contractor Name)
1865 McGee Lane, Suite O, Lewisville, TX 75077
(Contractor Address)
(972) 436-4622
(Contractor Phone No.)

DATE: May 18, 2011

Return Bid To: City of Wylie
Purchasing Department
300 Country Club Road
Wylie, Texas 75098

REFERENCE: "2011 COMMUNITY PARK IMPROVEMENTS"

Unit prices for **IMPORTING TO INCREASE THE QUANTITY OF STOCKPILED FILL or REMOVING EXISTING STOCKPILED FILL** are required to be recorded as an accompaniment to the Bid Form at the time of bidding.

For IMPORTING FILL per Cubic Yard of General Site Fill, add 12 dollars and 50 cents per CY.

For REMOVING FILL per Cubic Yard of General Site Fill, add 14 dollars and 10 cents per CY.

Unit price for **ADDING TRENCH DRAIN AND 8" STORM DRAIN** are required to be recorded as an accompaniment to the Bid Form at the time of bidding. An increase in this quantity is not expected at this time; however, it may be added if the existing conditions warrant the installation of additional trench drain.

For TRENCH DRAIN per Linear Foot, add 90 dollars and 32 cents per LF.

For 8" HDPE STORM DRAIN PIPE per Linear Foot, add 29 dollars and 75 cents per LF.

Unit price for **5" CONCRETE FLATWORK (PLAZA AREA)** is required to be recorded as an accompaniment to the Bid Form at the time of bidding. An increase in this quantity is not expected at this time; however, it may be added if the existing conditions or proposed grades warrant the additional quantity.

For 5" CONCRETE FLATWORK per Square Yard, add 44 dollars and 00 cents per SY.

LIST OF SUCCESSFULLY COMPLETED PROJECTS FORM

PROPOSAL OF: J.C. Commercial, Inc.
(Contractor Name)
1865 McGee Lane, Suite O, Lewisville, Texas 75077
(Contractor Address)
(972) 436-4622
(Contractor Phone No.)

DATE: May 18, 2011

Return Bid To: City of Wylie
Purchasing Department
300 Country Club Road
Wylie, Texas 75098

REFERENCE: "2011 COMMUNITY PARK IMPROVEMENTS"

Provide a list of four Projects and Project Owners for whom you have performed services similar to those required for this project. Include descriptions of native plant installations and maintenance on at least two of these projects. Include separate sheets if necessary.

Cimarron Park Family Aquatic Center Terry Read, Landscape Architect, City of Irving (972) 721-2600
(Project No. 1 Name) (Contact Person, Title, Phone)
\$3,500,749 - State of the art aquatic facility. Please see attached.

(Description and Value of Project)

Lewisville Aquatics Facilities Gary Davis, Project Manager, City of Lewisville (972) 219-3536
(Project No. 2 Name) (Contact Person, Title, Phone)
\$6,000,000 - Two separate aquatic parks. Please see attached.

(Description and Value of Project)

Old Settler's Aquatic Center & Recreation Center Steve Brainard, Parks Development Director, City of McKinney (972) 547-7486
(Project No. 3 Name) (Contact Person, Title, Phone)
\$1,307,976 Aquatic Center and \$1,517,600 Recreation Center. Please see attached.

(Description and Value of Project)

Wylie Fire Station No. 3 Shane Collie, Construction Manager, City of Wylie (972) 442-4433
(Project No. 4 Name) (Contact Person, Title, Phone)
\$2,843,777 - A new 12,500 sq.ft. fire station. Please see attached.

(Description and Value of Project)

Cimarron Park Family Aquatic Center
Irving, Texas

Contract: \$ 3,500,749

Completion Date: May 2008

Owner: City of Irving

Description: State of the art aquatic facility features a 9,500 sq.ft. main pool and a 1,000 sq.ft. children's pool with spray features. The larger pool includes a water playground unit, spray grounds, teaching area, water volleyball, lap lanes, and two large water slides. Both the children's pool and the main pool are zero-depth entry. Additional amenities include sidewalks and pathways, parking, multiple shade structures, as well as restroom and maintenance facilities all encompassed with attractive fencing and landscaping.



Lewisville Aquatics Facilities
Lewisville, Texas

Contract: \$6,000,000

Completion Date: June 2005

Owner: City of Lewisville

Description: Two separate aquatic facilities across town from each other. A combined 5,000 sq.ft. aquatic area containing a lazy river, 60 foot waterslide, splash areas, benches, shade structures, and more. The maintenance, concession and restroom facilities at each site were designed to blend with the architecture of its surroundings. Furthermore, all parking, trails and landscaping were included. This project was completed 1½ months early in time for spring opening.



Old Settler's Aquatic Center & Recreation Center

McKinney, Texas

Contract: \$1,307,976 and \$1,517,600

Completion Date: June 2003 and January 2006

Owner: City of McKinney

Description: A new 4,000 sq.ft. building with offices, showers, restrooms and lockers. The new pools and playground area provide enjoyment for the surrounding community with its beautiful landscaping, lighting and fencing. The sunbrellas, water toys and concrete decking bring something for all ages. During construction JC Commercial worked closely with the project engineers and city facilities staff throughout the design phase to provide life-cycle cost analysis, value engineering and scheduling guidelines.



Wylie Fire Station No. 3

Wylie, Texas

Contract: \$2,843,777

Completion Date: February 2009

Owner: City of Wylie

Description: State of the art building that is energy efficient, maintenance free and blends with surrounding neighborhood. Structures consists of concrete, CMU, wood, metal and steel framing, operable windows, brick with composition and firestone built roof. Living quarters designed to be home-like. Features include: offices, locker rooms, full kitchen, living quarters, large storage, laundry room, patio with grill, EMT equipment room, fitness room and a 5-bay garage capable of housing 10 vehicles. This was constructed on a 5 acre lot with landscaping, generator, parking and lighting.



Completed Projects Summary

*This list is not exhaustive of the projects completed by JC Commercial, Inc.

Center for the Creative Arts

Owner: City of Lewisville
Contract: \$8,965,000.00
Completion Date: December 2010

Lewisville Aquatics Facilities

Owner: City of Lewisville
Contract: \$5,526,721.00
Completion Date: June 2005

Dallas Public Library Lochwood Branch Renovation & Addition

—LEED Silver Certification—

Owner: City of Dallas
Contract: \$3,914,277.00
Completion Date: August 2009

Cimarron Park Family Aquatic Center

Owner: City of Irving
Contract: \$3,500,749.00
Completion Date: May 2008

Bid #8: Additions and Renovations for Administration Building, Warehouse Building and OC Taylor Elementary School and Professional Development and Education Center Parking Lot Expansion.

Owner: Grapevine-Colleyville ISD
Contract: \$3,335,777.00
Completion Date: February 2010

Steven Everett Copeland Government Center

Owner: Denton County
Contract: \$3,010,777.00
Completion Date: December 2007

Bid #7: Classroom Addition to Cannon Elementary and Renovate Facility Services, Tax Office, & Transportation

Owner: Grapevine-Colleyville ISD
Contract: \$2,968,437.00
Completion Date: August 2009

Texas Star Golf/Conference Center Addition & Renovation

Owner: City of Euless
Contract: \$2,948,001.00
Completion Date: February 2009

New Central Fire Station

Owner: City of Highland Village
Contract: \$2,907,777.00
Completion Date: April 2008

Fire Station No. 3

Owner: City of Wylie
Contract: \$2,843,777.00
Completion Date: February 2009

NRH20 Addition

Owner: City of North Richland Hills
Contract: \$2,712,777.00
Completion Date: June 2004

El Centro College Adaptive Remodel of Building A

Owner: Dallas County Community College District
Contract: \$2,338,312.00
Completion Date: May 2010

Fire Station No. 2

—LEED Silver Certification—

Owner: City of Richardson
Contract: \$2,354,777.00
Completion Date: March 2009

Lively Pointe Youth Center Renovation & Expansion

Owner: City of Irving
Contract: \$1,947,177.00
Completion Date: July 2008

Plano Park Maintenance Facility

Owner: City of Plano
Contract: \$1,720,704.00
Completion Date: October 2002

Lewisville ISD Bus Maintenance Facility

Owner: Lewisville ISD
Contract: \$1,567,777.00
Completion Date: June 2006

Old Settlers Recreation Center Expansion

Owner: City of McKinney
Contract: \$1,517,600.00
Completion Date: January 2006

Williams High School Field House

Owner: Plano ISD
Contract: \$1,551,777.00
Completion Date: July 2007

Euless Public Works Building

Owner: City of Euless
Contract: \$1,447,777.00
Completion Date: April 2007

Student Life Center for North Lake College

—LEED Certification—

Owner: Dallas County Community College District
Contract: \$1,389,277.00
Completion Date: November 2010

Old Settler's Neighborhood Aquatic Center

Owner: City of McKinney
Contract: \$1,307,976.00
Completion Date: June 2003

Parker Public Safety Building

Owner: City of Parker
Contract: \$1,302,877.00
Completion Date: October 2009

Police Station Remodel & Renovation

Owner: City of Lewisville
Contract: \$1,280,788.00
Completion Date: December 2010

McKinney Development Service Building

Owner: City of McKinney
Contract: \$1,238,905.00
Completion Date: June 2002

Clark Stadium Concessions Renovations

Owner: Plano ISD
Contract: \$1,272,777.00
Completion Date: August 2010

McKinney Senior Citizen Center and Pool

Owner: City of McKinney
Contract: \$1,212,777.00
Completion Date: January 2003

New Clark Game Field

Owner: Plano ISD
Contract: \$1,198,552.00
Completion Date: January 2006

Denton County Fire Marshall's

Owner: Denton County
Contract: \$1,182,777.00
Completion Date: January 2006

DeSoto Senior Center Renovation & Addition

Owner: City of DeSoto
Contract: \$1,144,000.00
Completion Date: January 2007

Multiple Career Magnet School Remodel

Owner: Dallas ISD
Contract: \$1,139,840.00
Completion Date: June 2005

Oak Point Park Preserve

Owner: City of Plano
Contract: \$1,139,777.00
Completion Date: August 2003

Bachman Lake Therapeutic Pool Renovations

Owner: City of Dallas
Contract: \$1,096,365.00
Completion Date: August 2007

Kleberg/Rylie Recreation Center Renovation & Expansion

Owner: City of Dallas
Contract: \$894,677.00
Completion Date: December 2010

Charlie J. Cole Building

Owner: Denton County
Contract: \$814,500.00
Completion Date: August 2002

Trinity Life Skills Addition

Owner: HEB ISD
Contract: \$792,466.00
Completion Date: July 2004

Peak Academy Remodel

Owner: Uplift Education
Contract: \$768,161.00
Completion Date: July 2006

DeSoto Jr. High Renovation

Owner: DeSoto ISD
Contract: \$711,080.00
Completion Date: August 2002

LISD Athletic Package

Owner: Lewisville ISD
Contract: \$457,912.00
Completion Date: January 2005

Valley View Church Education Center

Valley View United Methodist Church
Contract: \$246,000.00
Completion Date: September 2002

LIST OF REFERENCES FORM

PROPOSAL OF: J.C. Commercial, Inc.
(Contractor Name)
1865 McGee Lane, Suite O, Lewisville, TX 75077
(Contractor Address)
(972) 436-4622
(Contractor Phone No.)

DATE: May 18, 2011

Return Bid To: City of Wylie
Purchasing Department
300 Country Club Road
Wylie, Texas 75098

REFERENCE: "2011 COMMUNITY PARK IMPROVEMENTS"

Provide a list of four Project Owners for whom you have performed services similar to those required of this project:

Gary Davis, Project Manager, City of Lewisville (972) 219-3536
(Reference No. 1 Name) (Reference Phone)

Medical Center of Lewisville Grand Theater, College Street Aquatic Center, Sun Valley Aquatic Center, and Lewisville Soccer Field Public Facilities
(Nature of this Reference's affiliation with your Company)

Doug Guynes, Construction Manager, Plano Independent School District (469) 752-1488
(Reference No. 2 Name) (Reference Phone)

Clark Stadium Concessions Renovation and Storage Addition, William's High School Field House, and Clark Athletic Fields
(Nature of this Reference's affiliation with your Company)

Terry Read, Landscape Architect, City of Irving (972) 721-2600
(Reference No. 3 Name) (Reference Phone)

Cimarron Park Family Aquatic Center
(Nature of this Reference's affiliation with your Company)

Robert Durham, Senior Architect, City of Dallas (214) 948-4522
(Reference No. 4 Name) (Reference Phone)

Dallas Public Library -Lochwood Branch
(Nature of this Reference's affiliation with your Company)



April 25, 2011

Mr. Larry Wagnor
J.C. Commercial, Inc.
1865 McGee Lane, Suite O
Lewisville, TX 75077

Re: Cimarron Family Aquatic Center

Mr. Wagnor,

The Cimarron Family Aquatic Center Project has been a resounding success. The City of Irving and I, personally, are extremely pleased with the final product and it has been a great addition to our park system. Throughout construction adverse weather conditions presented many challenges to overcome and J.C. Commercial persevered through it all. J.C. Commercial is to be commended for bringing this project to a successful completion.

The City of Irving's Mission Statement is:

"Deliver exceptional services and promote a high quality of life for residents, visitors, and business."

JC Commercial's dedication and professionalism throughout the project has helped the City of Irving realize this goal. Thank you for a job well done and I would highly recommend JC Commercial for future projects.

Sincerely,

Terry Read
Landscape Architect
Capital Improvement Program



September 23, 2009

Re: Letter of Recommendation
J.C. Commercial, Inc.
1865 McGee Lane, Suite O
Lewisville, TX 75077

To Whom It May Concern:

As the Project Manager – Public Works and Transportation for the Lochwood Library project, I have had the opportunity to work with J.C. Commercial, Inc.

J.C. Commercial, Inc. has demonstrated the skill and ability to manage an accelerated schedule to meet Owner objectives for a Fall 2009 completion. The completed work fully met expectations. There were changes in the work, as with all construction projects, and J.C. Commercial, Inc. managed the issues in a fair and expeditious manner.

Public Works and Transportation would welcome the opportunity to work with J.C. Commercial, Inc. on future projects with the City of Dallas.

Robert Durham, AIA
Senior Architect
Public Works and Transportation 214-948-4522
214-948-4524 fax
robert.durham@dallascityhall.com

ws/msw
Lochwood Br Library/JC Commercial recommendation.ltr

c: Bobby Lavorata, Superintendent, J.C. Commercial, Inc.

From: Gary Davis
To: Shannon
Subject: Letter of Reference
Date: Monday, April 25, 2011 4:09:17 PM

To whom it may concern,

JC Commercial has been a valued provider of quality construction projects for the City of Lewisville the past several years in the capacity of General Contractor. Some of the projects completed by them are the College Street and Sun Valley Aquatic Centers, the Lewisville Soccer Field Public Restroom facilities, and most recently the Medical Center of Lewisville Grand Theater. All projects were administered professionally and effectively and as the project manager I recommend JC Commercial to be considered for any future facility needs.

If you need anything further please contact me any time.

Gary F. Davis, Project Manager
City of Lewisville, Texas
972-219-3536
gdavis@cityoflewisville.com

Facility
Planning and Construction
Department
6600 Alma Drive
Plano, Texas 75023
(469) 752-1488

**Plano Independent
School District**

**Doug Guynes
Construction Manager**



April 25, 2011

Mr. Larry Wagnor
JC Commercial Construction
720 Valley Ridge Circle, Suite 22
Lewisville, Texas 75057

Re: Plano ISD Projects

Mr. Wagnor:

On behalf of Plano ISD, I would like to take this opportunity to personally say thanks to you and the JC Commercial team for your successful completion of Clark Athletic Fields including bleachers, press box and pedestrian bridge in 2006, completion of Williams Field House in 2007, and your most recent completion of the Concession and Storage addition at Clark Stadium in 2010.

Thanks for your continued dedication and commitment to Plano ISD.

I look forward to working with JC Commercial on future projects. Please feel free to use my name and Plano ISD as a future reference.

Sincerely,

Doug Guynes, Construction Manager, Plano Independent School District

LIST OF MAJOR SUBCONTRACTORS FORM

Major Subcontractors: List below Concrete, Masonry, Roofing, Mechanical, Plumbing, Structural Steel, Electrical and Landscape Subcontractors and Suppliers and others who will perform major components of the project.

Earthwork

Holbrook City: Grand Prairie

Concrete

Kirk Construction City: Melissa

Masonry

Marrufo City: Dallas

Roofing

Ramond Franklin City: Dallas

Mechanical

Suburban Htg. City: Dallas

Plumbing

ABC Plumbing City: McKinney

Structural Steel

Branch Ironworks City: Alvarado

Electrical

K-D Electric City: Dallas

Landscape

Superscape City: Ponder

All Plant Materials Suppliers

King Ranch of Tx City: _____

Oak Street Farms City: McKinney

City: _____

Other:

City: _____

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation To Bid. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder.)

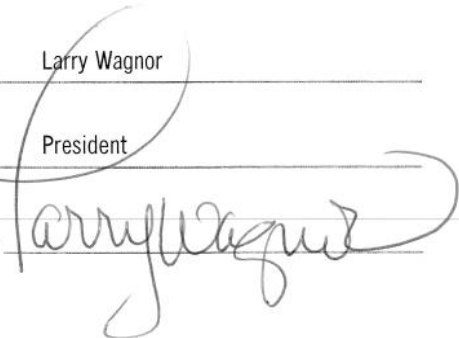
"I, Larry Wagnor am a duly authorized officer/agent for J.C. Commercial, Inc. and have been duly authorized to execute the foregoing on behalf of the said J.C. Commercial, Inc.

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and address of Bidder: J.C. Commercial, Inc.
1865 McGee Lane, Suite 0, Lewisville, Texas 75077
Telephone: (972) 436-4622

By: Larry Wagnor

Title: President

Signature: 

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Larry Wagnor, President of J.C. Commercial, Inc.

2☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Amended 01-13-2009

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

2 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

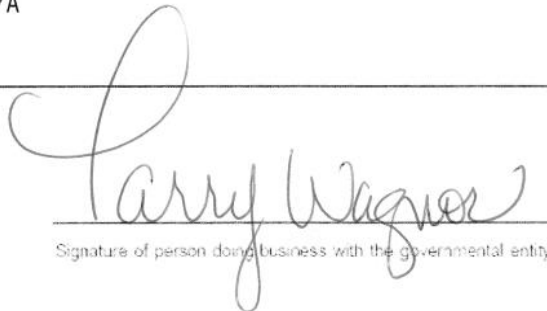
D. Describe each affiliation or business relationship.

N/A

3 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

4



Signature of person doing business with the governmental entity

5/18/2011

Date

Amended 8/1/10/2009

Form A.1.

BID BOND

COPY

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Dallas

THAT J.C. Commercial, Inc., a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is 1865 McGee Lane, Suite 0 of the City of Lewisville, County of Denton, State of Texas, (hereinafter referred to as "Principal"), and Travelers Casualty and Surety Company of America (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of Connecticut and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Wylie (hereinafter referred to as "OWNER") in the penal sum of \$ Five Percent of the Greatest Amount Bids lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this May 12 day of 20 11WHEREAS, the Principal is herewith submitting its proposal for 2011 Community Park Improvements

the condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie exclusively in Dallas County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: Aon Risk Services Southwest, Inc. Don E. CornellAddress: 2711 N. Haskell Avenue #800, Dallas, TX 75204Phone number: 214/989-0000

WITNESS

Shannon Capozzuto

PRINCIPAL

Printed/Typed Name LARRY WAGNERTitle: PRESIDENTCompany: J.C. Commercial, IncAddress: 1865 McGee Lane, Suite 0Lewisville, TX 75077

SURETY

Printed/Typed Name Lisa M. BonnotTitle: Attorney-in-factCompany: Travelers Casualty and Surety Company of AmericaAddress: 1500 Market St. Suite 200, West TowerPhiladelphia, PA 19102

WITNESS

Don E. Cornell

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223155

Certificate No. 004022586

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Don E. Cornell, Jerry P. Rose, Robbi Morales, Lisa M. Bonnot, Luke J. Nolan Jr., Christine Davis, Ricardo J. Reyna, and Lloyd Ray Pitts Jr.

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of December, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 22nd day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of MAY, 20 11


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ALLIANCE INS. AGENCY OF DALLAS 11300 N. CENTRAL EXPRESSWAY SUITE 202 DALLAS TX 75243-6705	CONTACT NAME: Darlene Thomas PHONE (214) 361-9996 FAX (214) 361-9997 E-MAIL: darlene@alliance-insurance.com ADDRESS:
INSURED	J. C. Commercial, Inc. 1865 McGee Ln, Suite O Lewisville TX 75077-1704	INSURER(S) AFFORDING COVERAGE
		INSURER A: Republic Lloyds Insurance
		INSURER B: Southern Vanguard Insurance
		INSURER C: Republic Underwriters
		INSURER D: Texas Mutual Insurance
		INSURER E: America First Insurance

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Blkt Addl Insd W.O.S. <input type="checkbox"/> Blkt Primary AI GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	CMP5645712 05	02/12/2011	02/12/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS 500 Ded Comp 500 Ded Coll	X X	BAP5645992 05	02/12/2011	02/12/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	UMB5649409 04	02/12/2011	02/12/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X TSF-0001114487 2011	03/20/2011	03/20/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builder's Risk-All Risk (\$1000 Ded) Contractors Equip Floater All Risk (\$1000 Ded) Subject to policy terms, conditions & exclusions		IM8689792 01 CMP5645712 05	06/01/2010 02/12/2011	06/01/2011 02/12/2012	Construction Limit 6,000,000 Calastrophe Limit 12,000,000 Rented/Leased Equip 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: TBD

BLANKET ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS REQUIRED BY CONTRACT. BLANKET WAIVER OF SUBROGATION INCLUDED ON GENERAL LIABILITY, AUTOMOBILE AND WORKERS COMPENSATION AS REQUIRED BY CONTRACT. 30 DAY NOTICE OF CANCELLATION CAN BE PROVIDED EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

AI LPFL T

EVIDENCE OF INSURANCE FOR BID PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

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2010 FINANCIAL STATEMENT

Financial Statement

For the Year Ending December 31, 2010



KEN HUGHES & ASSOCIATES, PC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

 DRAFT

To the Board of Directors
J. C. Commercial, Inc.
Lewisville, Texas

We have reviewed the accompanying balance sheet of J. C. Commercial, Inc. as of December 31, 2010, and the related statements of income and retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The information included in the accompanying schedules is presented only for purposes of additional analysis and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

March 2, 2011

J.C. Commercial, Inc.
Balance Sheet
December 31, 2010

(see independent accountants' review report)

ASSETS

Current assets:

Cash and cash equivalents	\$ 2,578,747
Certificates of deposit	705,886
Accounts receivable, including retainage of \$ 975,732	2,920,424
Other receivables	1,509
Prepaid expenses	8,534
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>25,778</u>

Total current assets	<u>6,240,878</u>
----------------------	------------------

Property and equipment:

Computer equipment	29,249
Furniture and fixtures	42,708
Leasehold improvements	105,607
Transportation equipment	<u>314,837</u>
	492,401
Less accumulated depreciation	<u>(120,756)</u>

Total property and equipment	<u>371,645</u>
------------------------------	----------------

Other asset - stockholder receivable	<u>11,323</u>
--------------------------------------	---------------

Total assets	<u><u>\$ 6,623,846</u></u>
--------------	----------------------------

(Continued)

See accompanying notes to financial statements.

J.C. Commercial, Inc.
Balance Sheet
December 31, 2010

(see independent accountants' review report)

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities:

Accounts payable and accrued expenses	\$ 4,301,543
Franchise tax payable	12,266
Current maturities of long-term notes payable	88,805
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>915,224</u>
Total current liabilities	<u>5,317,838</u>

Long-term liabilities:

Long-term notes payable	<u>46,195</u>
Total long-term liabilities	<u>46,195</u>
Total liabilities	<u>5,364,033</u>

Stockholder's equity:

Common stock, \$1 par value, 1,000,000 shares authorized, 1,000 shares issued and outstanding	1,000
Additional paid-in capital	537,995
Retained earnings	<u>720,818</u>
Total stockholder's equity	<u>1,259,813</u>
Total liabilities and stockholder's equity	<u><u>\$ 6,623,846</u></u>

See accompanying notes to financial statements.